P17

C.F. 71.

19 40

Department of Nav

OFFICE Bd of Nav

STATION Mad

Mn No. 3[illegible]4

Dated 26.11.40

E 5687/40

Pages in the file 4674

(SUBJECT.)

Alienation - Land - Nav - (Belle I
Wadegilli Th - Mon fem Vft - S. No. 102/2 -
Safeh for the Muslims - Trustee for the
Immovable - Jamshedi

C.I.32. Revenue DEPARTMENT.

In reply, please quote number, date and short title.*

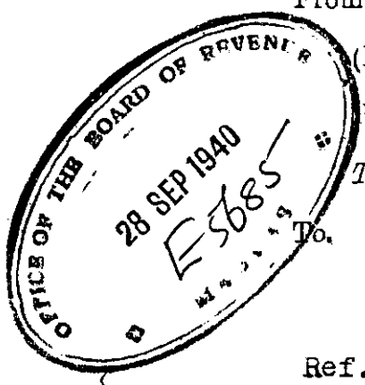
Received *Registered*

From (Name) A.D.Crombie Esq.,C.I.E.,I.C.S.,

(Designation) Collector,

POST BOX ——, (STATION) Bellary.

Telegraphic Address ——



To,

The Secretary to the Board of Revenue,
M a d r a s.

Ref.C.*No.* 1883/40A2 *dated* 20-9-40. 19

Sir,

Alienation - Land and Revenue - Hadagalli Taluk - Morigeri village - S.No. 102/2 - Prayer Pial (Idga) for the Muslims - application of Mulla Raja Sahib proposals. ----

ENCLOSURES

SPARE COPIES

I, Mulla Raja Sahib and Pinjar Pakkir Sahib, two leading muslims of Moregeri village in Hadagalli taluk, have applied for the alienation of a plot of land and the revenue thereon for use as the site of a prayer pial (Idga) for the Muhammadan community of the village and the neighbouring villages. The site applied for alienation lies in S.No. 102 rasta poramboke of Moregeri village and is separately sub divided as S.No. 102/2 measuring 0.08 acres. Sub division statement, subdivision sketches (in triplicate) and topographical sketches (also in triplicate) showing the plot proposed for alienation and the lands immediately adjoining it are enclosed, together with a statement showing the classification and rate per acre of the lands immediately adjoining the plot in question.

2. As the Muslim community is not a registered body, it has chosen, Mulla Raja Sahib as its representative and requests that the alienation may be sanctioned in his favour. He hasagreed to abide by the general and special conditions of alienations contained in B.P.Mis. 828A/dated 27-3-40, communicated to the subordinate officers and thelocal bodies with this office D.Dis. 1880/40 dated 25-4-40, The Hindu Community of the village has no objection to the construction

of

of the Idga and the site in question provided the Muhammadan community has no objection to the performance of music in the vicinity of the Idga. The representative of the Muslim community has stated that the prayers will be conducted only on two occasions in the year ie., on Ramjan and Bakrid festivals and that his community has no objection for the performance of music by the Hindus. These conditions have also been embodied in the set of conditions, as additional conditions to which the alienee has also agreed.

3. From the topographical sketches it is observed that there is a Hindu mutt and a Semi tree worshipped by the Hindus. They are more than 6 chains from the site of the Idga. In view of the additional conditions agreed to by the alienee the Revenue Divisional Officer reports that no communal trouble is likely to arise if the alienation is sanctioned.

4. The registerad holders of S.No. 99 and 100 first objected to the construction of the Idga touching the 'f' line 154 of S.No. 100 on some superstitious belief that the shadow of an Idga should not fall on their lands. The site of the Idga has been shifted a little further away from the original site and the registered holders of S.No. 99 and 100 have no objection now.

5 There are no wells, buildings, tombs and graves on the site proposed for alienation. There is one small, tander, wood-apple tree on the land. As it is not bearing fruit, and is also not fit for timber, no value need be collected for it.

6. The land is not vested in any local body and is at the disposal of the Government.

The market value of the land is estimated at Rs. 8/- at Rs. 100/- per acre. The annual assessment on the plot is Rs. 0-3-0 at Rs. 2/- per acre, the rate of the adjoining lands, S.Nos. 99 and 100 and the capitalised value of the assessment foregone is Rs. 4-11-0. The sum total of the two is Rs. 12-11-0. As the alienation is for a religious purpose, thequestion of collecting market value does not arise as per B.P.Misc. 2551/9-9-37.

I request that the Board may be pleased to sanction the alienation of theland in favour of the representative, free of market value for the occupancy right free of assessment and subject to the conditions to which the alienee has agreed. The Muslims want two years time to construct the Idga. The time applied for may be granted.

The following ~~records~~ records are enclosed.

1. Set of conditions agreed to by the alinee.
2. Applications forthe alienation of land land and revenue.
3. Record of enquiry.

Abdul Khan
- 21.9.40

For Collector.

m.k.24/9

dkm-9

Application for the Alienation of Land Revenue payable to Government.

District	Bellary.
1. Description and area.	S.No. 102/2 of 35 Morigeri sub village in Hadagalli/taluk measuring 0-08 cents.
2. (a) Annual assessment	0-3-0
(b) Capitalised value (25 times the assessment)	25 x 3= 75 annas or Rs. 4-11-0
3. Alinees and purpose of alienation.	Mohammadans of Morigeri village represented by their Mulla Raja Saheb for the construction of prayer pial.
4. Collector's remarks.	(Vide separate report enclosed.)

For Collector.

m.k.24/9

7

Application for the alienation of Land in which the Proprietary right belongs to the State.

District: Bellary.

---

1. Description and area.	S.No. 102/2 of 35 Morigeri in Hadagalli Taluk measuring 0.08 acres.
2. Market value.	Rs. 100/- per acre as per local enquiry - It comes to Rs. 8/- for 8 cents.
3. Alienation and purpose of alienation.	Mulla Raja Saheb- Mulla of the Muhammadan community in the village. The land is to be alienated for the construction of a prayer pial-Idga.
4. Collector's remarks.	Vide separate report.

24 9 60

For Collector.

m.k.24/9

24.9

9

Statement showing the classification,description and rate per acre of the lands ~~x~~ immediately adjoining S.No. 102 B.

S.No.	Government or Inam.	Dry or wet.	Class or sort of soil.	Taram	Rate per acre.	Assessment.
99/Ex 9a 15c	Inam	Dry	4-1	2	2-0-0	18-5-0
100/12a-89	Government	Dry	4-1	2	2-0-0	25-13-0

(True Copy)

For Collector.

m.k.24/9

9

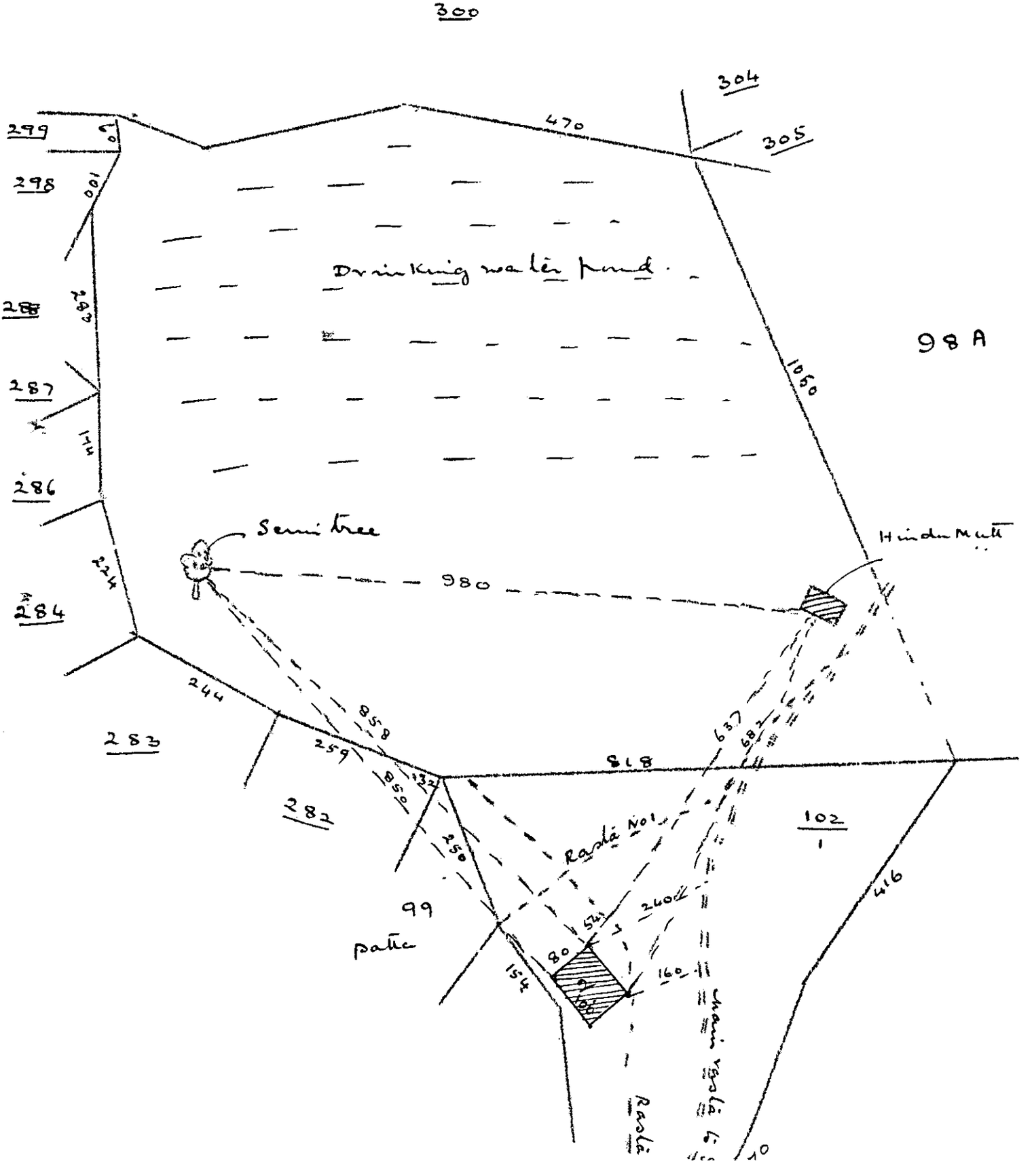
Topo-graphical Sketch showing the site required for alienation and the relative positions of the Hindu mutt and Semi tree

District. Belgaum.

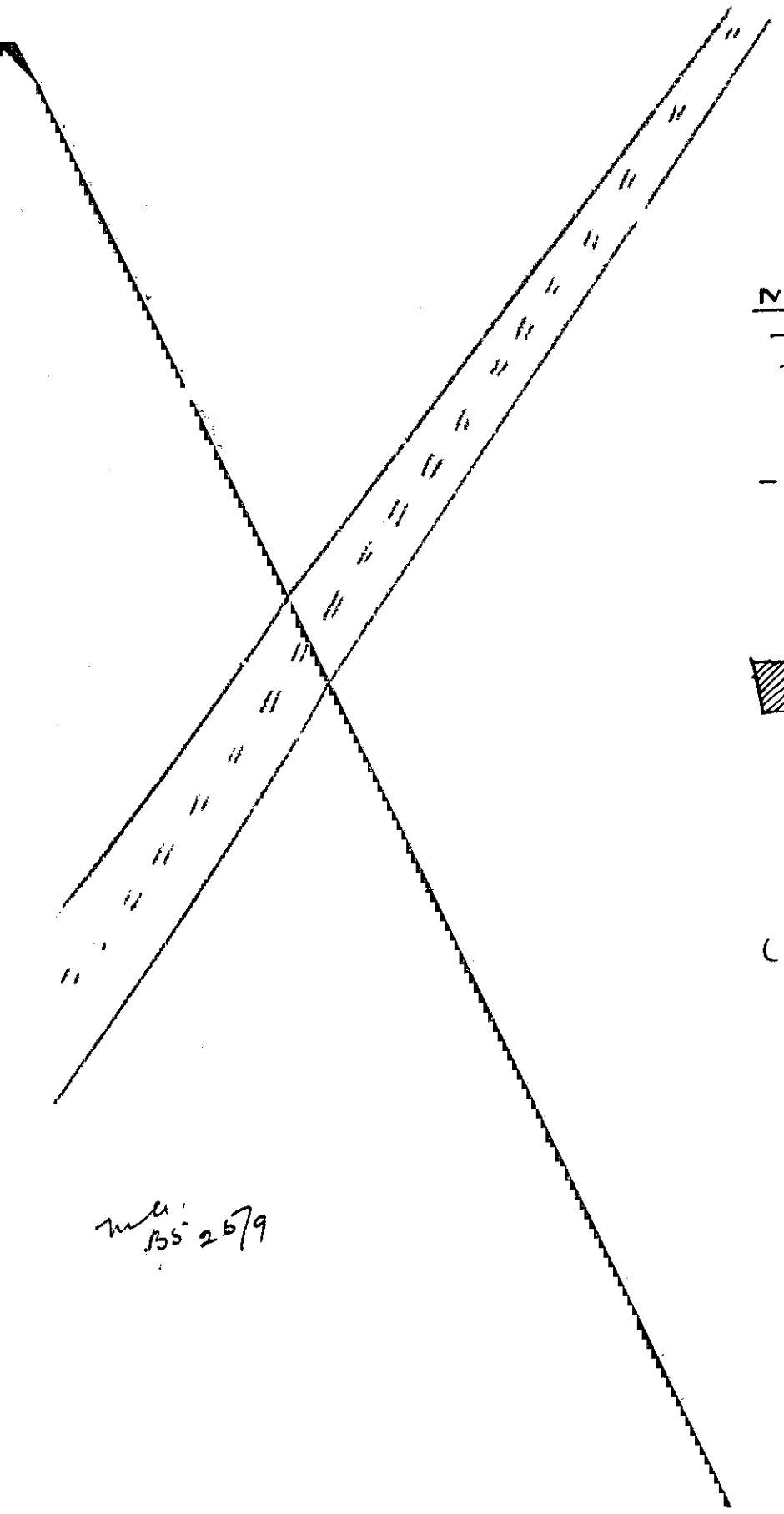
Taluk. Hadagalli

Field No 98 A and 102

Village { No 35 / Name Harigeri



100
patta.



N.B

--- Rasta No 1 is an unrecognised cart track leading to Field Nos 99 and 100 only

------ Rasta No 2 is the rasta branching from the main rasta for cattle to reach the pond

Site for alienation

(Sd) Dy Tahsildar

6-8-40

Mu
BS 25/9

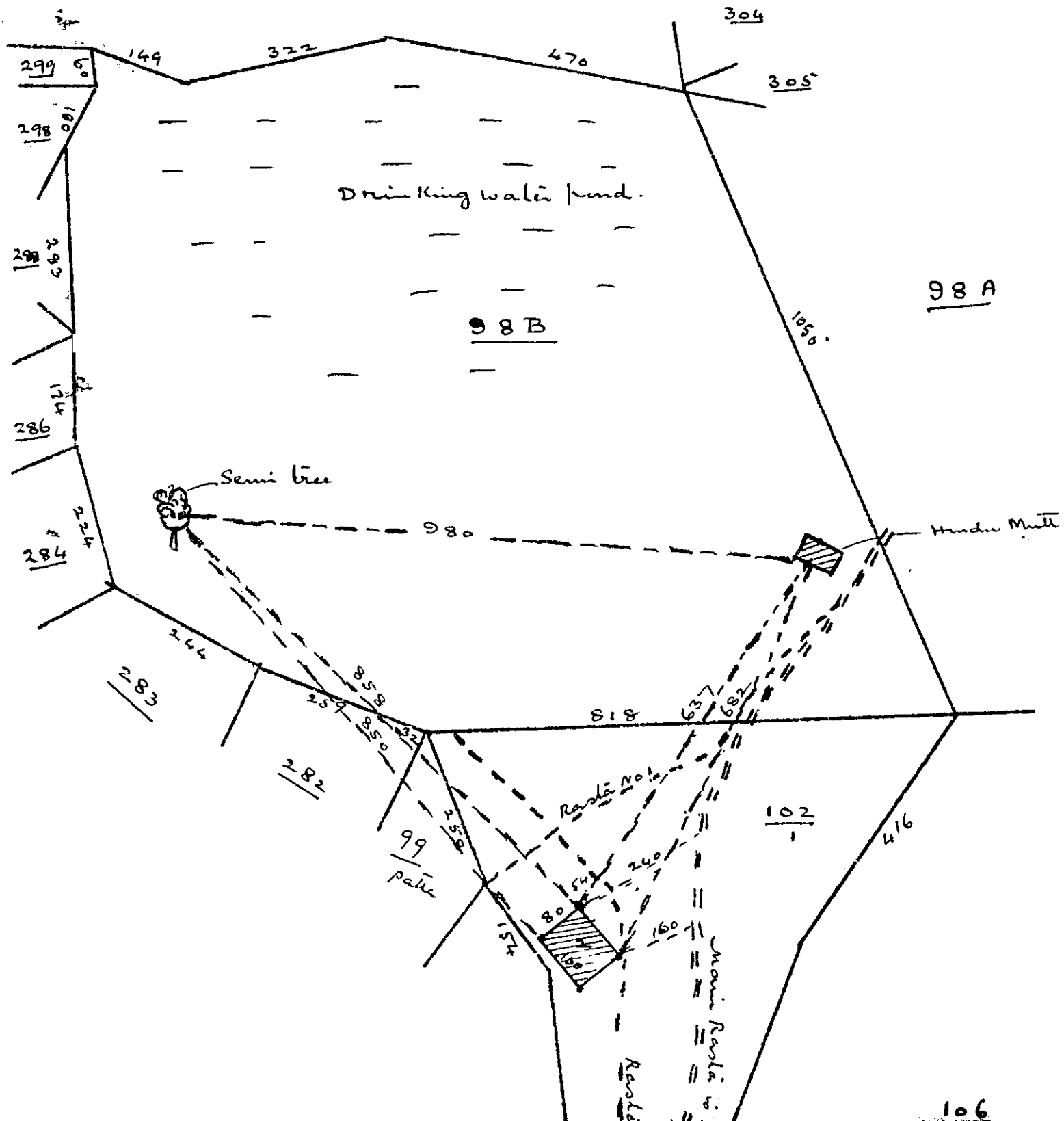
Topographical Sketch showing the site required for Excavation and the relative positions of the Hindu Mutt and Semi tree

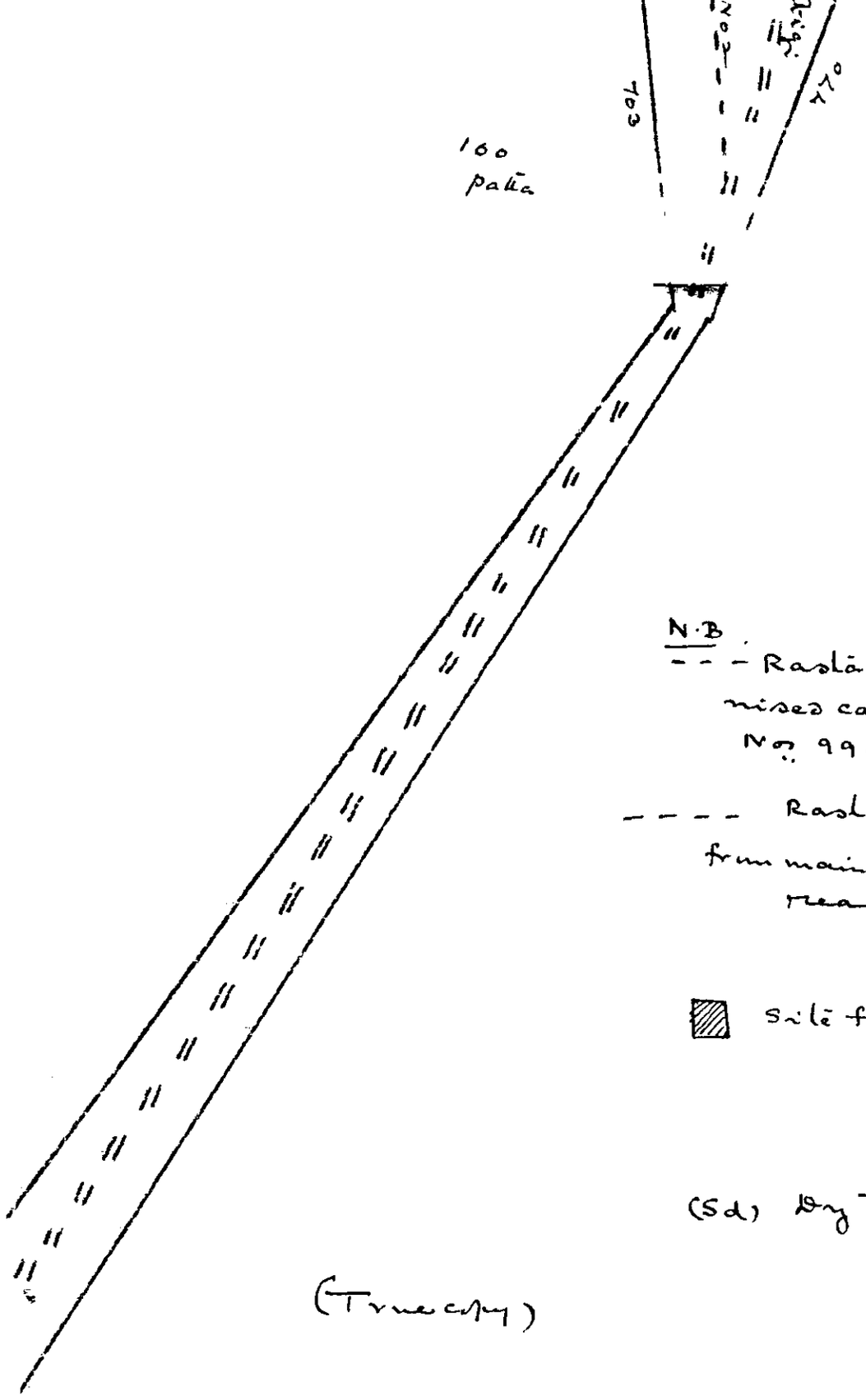
District. Belgaum

Taluk Hadagalli

Village { No 35 / Name Annigeri

Field No. 98 A and 102.




100
Patta
703
N.B
- - - Rasta No 1 is a cart track leading to fields Nos 99 and 100 only
- - - - Rasta No 2 is the rasta branching from main rasta for cattle to reach the pond.
Site for alienation

(Sd) Dy Tahsildar.
6.8.40

(True copy)

Bombay 2579
B5

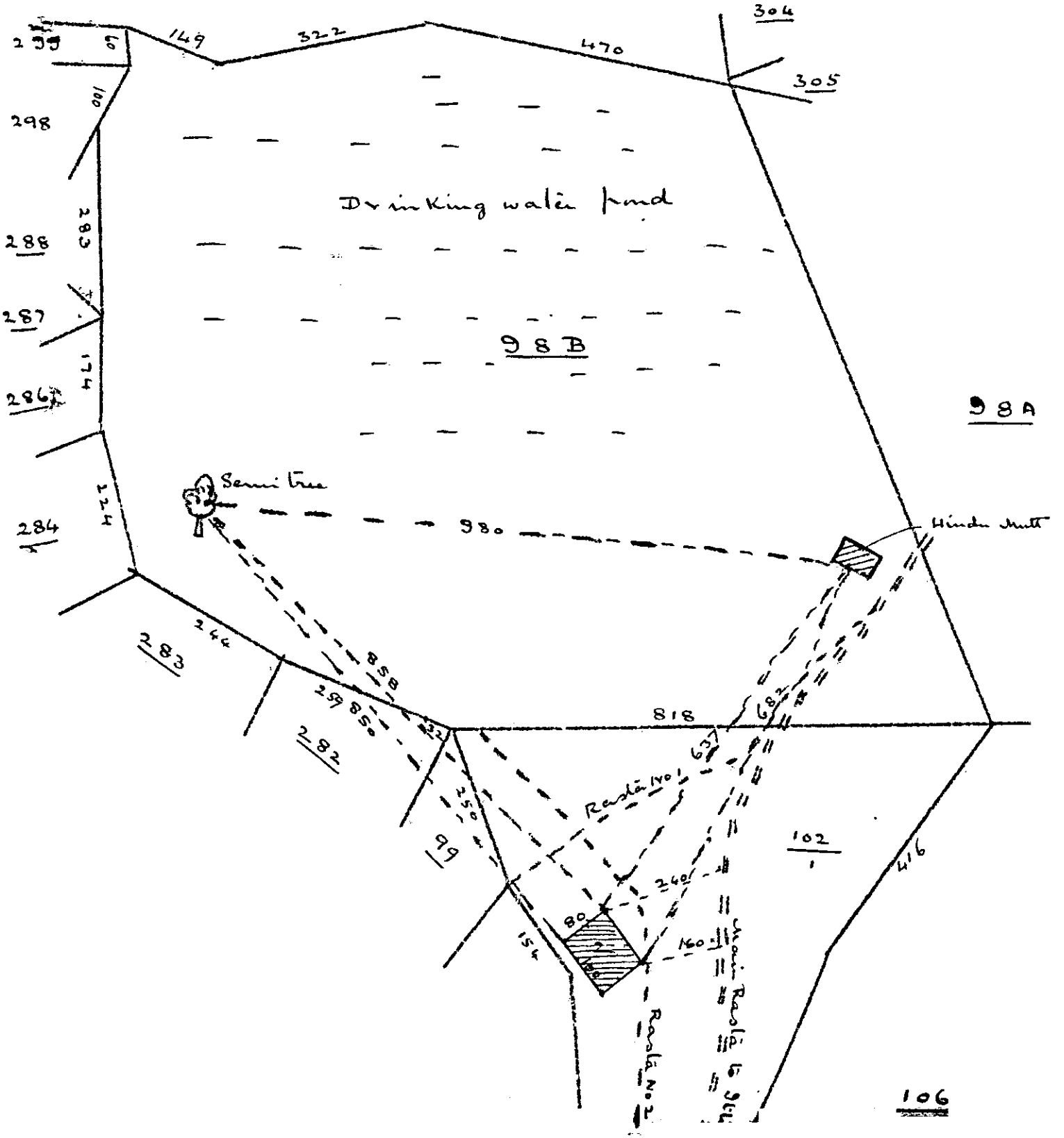
Topo-graphical Sketch showing the site required for alienation and the relative positions of the Hindu Mutt and Semi tree

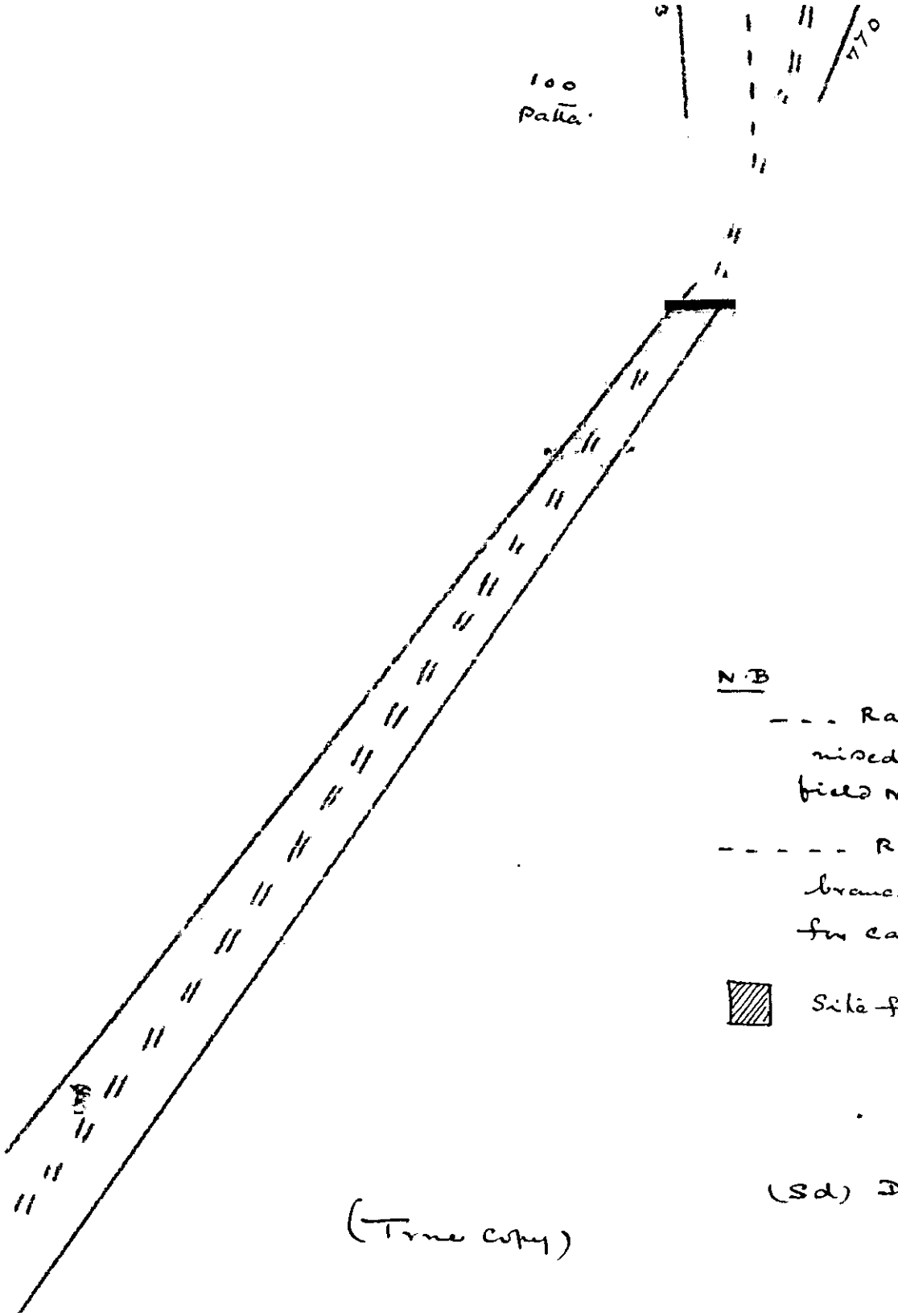
District Belgaum

Taluk Hadagalli

Village No. 35
Name Morigeri

Field No. 98A and 102.





N.B

--- Rasta No 1 is an un-recognised cart Track leading to field Nos 99 and 100 only

- - - - - Rasta No 2 is the rasta branching from the main rasta for cattle to reach the pond.

Site for alienation

(Sd) Dy Tahv.
6.8.40

(True copy)

BS 25/9

17

Statement of Mulla Raja Saheb.

— . —

I agree to abide by the general Conditions ~~of~~ mentioned in Bellary Collector's Orders No 1880/40 of 25th April 1940. I also agree to abide by the following Special Conditions

"(1) The grantee shall not use the Idga for his private benefit or lay any claim to it.

(2) The Idga shall be maintained and managed efficiently to the satisfaction of the Collector.

(3) The Laws will not be alienated without the previous permission of the Collector of the District.

(4) The grantee shall execute the repairs which in the opinion of the Collector of the district are considered necessary whenever required by him to do so.

(5) The "Idga" shall be open to ~~people~~ all sections of the Muhammadans for worship.

P.T.O.

And also I agree to limit myself to use the site only during "Bakrid" and "Ramzan" and not during any other time

~~Any~~ And there shall be no objection to the performance of music by the Hindus in the vicinity of the "Idga" in connection with their religious and ceremonial rites."

Read over, translated and admitted to be correct

Before me.

S. Subramanyam

R.T. 5/8/40

No fee shall be levied for the occupation of the 'Idga'

Read over, translated and admitted to be correct.

(Before me)

1.9.40.

R. Hanumantha Rao

RDT 1.9.40

Stāli meeting Nulla Raja Sahib.

వేంగీ రాజులందరు మహమ్మదీయులనే
చెప్పవచ్చును. వారి నాణెములు దేవరకొండ ప్రాంతమున,
నేటికిని బంగారపు విత్తు లభించుచున్నవి, గావున్నవి.
ఈ విషయమును తెలుపుచున్న భాగము, క.సం 99,
100, పద్యము నందలి గద్యమున చెప్పబడినది
దీనిని బట్టియు వారు ముసల్మానులని తెలియుచున్నది.
ఈ గద్యమున పేర్కొనబడిన వస్తువులలో
ముఖ్యమైనది, పుట్టు వెండ్రుకలు. ఇవి
తెలుగు వారిలో ప్రతి కులమునందును
ఆచారమున్నది. ఈ పుట్టు వెండ్రుకలను
దేవతలకు ఇచ్చుట లేదా వారి పేరున
ఏదైన పుణ్యకార్యము చేయుట లేదా
ఈ రెండును చేయుట ఆచారమై యున్నది.
ఈ ఆచారము ముస్లిములలో కూడ
ఉన్నట్లు ఈ శాసనమువలన తెలియుచున్నది.
ఈ ఆచారమును బట్టి వారు
హిందువులనుండి ముస్లిములుగా
మారినవారని తెలియుచున్నది.

Before me.

S. Subramanyam.

R.T. 5/8/40.

Statement of Muttigi Mallappa and Halli Basappa, pattadars Sy. nos 99 and 100 respectively

---

L.T.M of Muttigi Mallappa.

L.T.M of Halli Basappa.

Before me

V. Subramanyam

RDT 5/8/80

Stipulations of the Agreement between the Panchayat Board and Muhammadan Community of Mongri Village.

—.—

We agree to abide by the General Conditions mentioned in Bellary Collector's D.Dis No 1880/40 of 25.4.40.

2. We also agree to abide by the following Special Conditions.

(a) The building namely the "Panchayat Hall" shall be constructed on the land within a period of two years from the date of the grant.

(b) No buildings other than those specified in Condition (a) above shall be constructed on the land without the previous permission of the Collector of the District.

(c) In the event of resumption or acquisition of the

50 the law no compensation shall be payable for any
buildings constructed in contravention of the condition (2) above
hereof and admitted by the Lessee.

x ಅಂಗೀಕರಿಸಿದೆ

ಎಂದು ರಲ್ಲಿ ಸಹಿ ಮಾಡಿದೆ

Before me.

S. Subramanyam.

RT 2.7.40.

Camp. Kittasuru.

~~26~~

Statement of Talari Muthi @ Mallappa

నా పేరు చదు స.నం. 99 లో నాకు 1 ఎకరం 20 గుంటలు భూమి ఉన్నది. నా పేరు మీద పట్టా ఉన్నది. నాకు ఇద్దరు కొడుకులు, ఒక కూతురు ఉన్నారు. వారికి పెండ్లిళ్లు అయినవి. నా భార్య 3 సం॥ల క్రితం చనిపోయినది. నేను ఒక్కడినే ఉంటున్నాను. నా పేరు మీద ఉన్న భూమిని నా కొడుకులు ఇద్దరు సాగు చేసుకుంటున్నారు. నేను వారి దగ్గరే ఉంటున్నాను. నా పేరు మీద ఉన్న భూమిని నా కొడుకులు ఇద్దరు సమానంగా పంచుకోవాలని నా కోరిక.

L.T.M.

Muthi @ Mallappa.

Before me.

S. Subramanyam.

RJT 16.12.39

27 ✓ 11

Statement of the Hadis Muhammadans of Mangu.

One land we have now applied for is at a distance from the place where music is played at the time of the Jatara festival of the Hindus. We have no objection to the Hindus playing music. We do not intend to convert the place as a prayer hall every day. We will be using the place only twice a year. There is no relationship between the Hindus and us. We own the land. We land is worth Rs 100/- per acre.

ఒక భూమి మేము ఇప్పుడు దరఖాస్తు చేసుకున్నది మంగులో జాతర పండుగ సమయంలో హిందువులు సంగీతం వాయించే స్థలానికి దూరంగా ఉన్నది. సంగీతం వాయించడానికి మాకు అభ్యంతరం లేదు. మేము ప్రతిరోజూ ప్రార్థనా స్థలంగా మార్చడానికి ఉద్దేశించలేదు. సంవత్సరానికి రెండుసార్లు మాత్రమే ఉపయోగిస్తాము. హిందువులకు మాకు ఎటువంటి సంబంధం లేదు. మేము భూమి యజమానులం. భూమి విలువ ఎకరానికి 100/- రూపాయలు.

D.T. Mark of
Kogali Rajabakshi.

R.T. Mark of
Pingara Gadasab

R.T. Mark of Bannigida
Sannisawanasab

Before me.

V. Subramanyam.
11.2.32.

29 27 19

Statement of the Accused Resident of Mahe.

ಅಂಗಡಿಯವನು ಸಾಮಾನು ಕೊಡುವುದಿಲ್ಲವೆಂದು ಹೇಳಿದಾಗ ನಾನು ಅವನಿಗೆ ಹೊಡೆದೆನು. ಅಂಗಡಿಯವನು ನನ್ನ ಮೇಲೆ ಬಿದ್ದನು, ಆಗ ನಾನು ಅವನನ್ನು ಹೊಡೆದೆನು, ಅವರಿಂದಲೂ ನಾನು ಗಾಯಗೊಂಡೆನು. ಆಮೇಲೆ, ಅಂಗಡಿಯವನು ನನ್ನನ್ನು ಬಿಟ್ಟನು, ಮತ್ತು ನಾನು ಅಲ್ಲಿಂದ ಹೊರಟುಹೋದೆನು, ಅಂಗಡಿಯವನು ಸಾಮಾನು ಕೊಡಲಿಲ್ಲವೆಂದು ನಾನು ಅವನಿಗೆ ಹೊಡೆದೆನು ಎಂದು ಹೇಳಿಕೆಯನ್ನು ಓದಿ ಹೇಳಲಾಯಿತು. ಅದು ಸರಿಯಾಗಿದೆ ಎಂದು ಒಪ್ಪಿಕೊಂಡನು.

ಹೆಚ್. ಗುಣಪ್ಪ

ಅಂಗಡಿಯವನು ಸಾಮಾನು ಕೊಡಲಿಲ್ಲವೆಂದು ಹೇಳಿದಾಗ ನಾನು ಅವನಿಗೆ ಹೊಡೆದೆನು ಅಂಗಡಿಯವನು ನನ್ನ ಮೇಲೆ ಬಿದ್ದನು ಆಗ ನಾನು ಅವನನ್ನು ಹೊಡೆದೆನು ಅವರಿಂದಲೂ ನಾನು ಗಾಯಗೊಂಡೆನು ಆಮೇಲೆ ಅಂಗಡಿಯವನು ನನ್ನನ್ನು ಬಿಟ್ಟನು ಮತ್ತು ನಾನು ಅಲ್ಲಿಂದ ಹೊರಟುಹೋದೆನು

H. Gunnappa

27.7.39.

Before me.

V. Subramanyam.

R.T 27.7.39.

37

MIM2M3

ALIENATION - Land - Revenue - ~~Buildings~~ -

(Bellary) - Hadegalli Taluk -

Morigeri ~~Town~~ Village - S.No. 102/2 - Idgah for Muslim

Trustee for the time being -

~~Recommended~~ Sanctioned.

LCF 2585/40-a

~~Reference~~ Resolution. Mis 3342 dt -11-40

~~At the instance of the Collector of~~

The Board ~~recommends~~ sanctions the alienation of the plot of land comprised in S.No. 102/2

of Morigeri ~~Town~~ Village Hadegalli taluk

measuring Ac. 0-08 in favour of the Trustee

for the time being for use as the site of an

Idgah for the Muslims

2. The alienation will be free of charge for the occupancy right and free of assessment ~~ground-rent~~ but subject to ~~assessment~~ ground-rent ~~which will be liable to revision according to the rules in force at the time of such revision and subject to the payment of Rs. being the value of the trees standing on the land and subject also to~~ the following conditions to which the alienee has agreed:-

(1) The land shall be used as the site of an Idgah and for no other purpose.

(2) The purpose of the alienation shall be carried out within a period of 2 yrs. from the date of the grant.

(3) No other building shall be constructed on the land without the previous permission of the Collector of the district.

(4) The market value of the land shall be collected if at any time it is found that the grantee derives a substantial income from the land.

(4) The site shall be used only during Bakrid and Ramzan and not during any other time.

(5) There shall be no objection to the performance of music by the Hindus in the vicinity of the "Idgah" in connection with their religious & ceremonial rights.

(6) The Government may resume the land wholly or in part with any buildings thereon, in the event of the infringement of any of the conditions of the grant. In the event of such resumption no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land by the grantee, (~~and the grantee shall not be entitled to the repayment of any amount that may have been paid to the Government for the grant~~). If there are buildings on the land, the Government may direct the grantee to remove them.

(7) The Government may resume the land wholly or in part with any buildings thereon if in the opinion of the Government the land is required for a public purpose, or for conducting mining operations. In the event of such resumption or in the event of the acquisition of the land for any reasons, the compensation payable for the land and trees shall in no case exceed the amount paid for them by the grantee or their value at the time of resumption or acquisition whichever may be less.

(8) In the event of resumption under condition (7) if there are buildings on the land the Government may at their option either,

(a) purchase the buildings, or

(b) direct the grantee to remove the buildings.

(9) In the event of the resumption of the land followed by the purchase of the buildings under condition (8(c)) or in the event of the acquisition of the land for any reason the compensation payable for buildings or other improvements shall in no case exceed (~~the amount paid for them by the grantee at the~~

~~time of alienation or their value at the time of resumption or acquisition, whichever may be less together with~~) the initial cost or the value at the time of resumption or acquisition, whichever may be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant. But in no circumstances shall any compensation be paid by the Government in respect of buildings constructed in contravention of condition (3).

(10) In the event of the grantee refusing to remove the buildings when so directed under condition (6) or (8) the Government may remove them and realise the cost of removal by the sale of the materials.

(11) In the event of the voluntary relinquishment of the land by the grantee no compensation shall be payable for any improvements that have been effected or for works that may have been executed on the land by the grantee, ~~and the grantee shall not be entitled to the repayment of any amount that may have been paid to the Government for the grant~~.

(12) The Government reserve to themselves the right to all sandalwood trees and their branches and roots which exist at the time of alienation as well as those which may grow subsequently on the land and the Government shall be at liberty to cut or dig out any such trees of their roots and branches and remove them from the land and dispose of them at their pleasure. The alienee shall not be entitled to cut or remove them or cause them to be cut or removed without the permission of the Collector of the district.

(13) The alienee shall take all reasonable measures to the satisfaction of the Collector of the district for the protection of the sandalwood trees from theft or damage and for the careful protection of the immature trees growing on the land.

(14) The alienee shall take steps to see that the marks made by the officers of the Government on the sandalwood trees are preserved and are not tampered with; and

(15) In the event of the infringement of, or failure to observe, any of the conditions (12) to (14), the alienee shall pay to the Government such compensation as is determined by the Collector of the district for any loss or damage caused by such infringement or failure on his part. The Government shall also be at liberty to resume the land and re-enter on it and the whole land shall thereupon vest absolutely in the Government. In that case the alienee shall not be entitled to any compensation whatever.

(16) Full land revenue shall be levied if at any time any net income is derived from the land or if any of the conditions of the alienation are infringed. In the latter case the land revenue shall be levied from the date of the infringement.

25/11/44

To

The Collector of Bellary with whom original returned

The Secretary to Government, Revenue Department (with alienation statements (pages to be copied and sent) and sketches (pages in original).

Note file

Alienation - land - Rev - (Bellary) - Hadgalli Taluk - Morigeri village - S No. 102/2 (Ryotwari) - Idgah for Muslims - Trustee for the time being - Proposals - B.S. 02.24(11)

(C.S. f 100 Rh 68)

From the Collector of Bellary, Rej C. 1883/40-A2 dated 20.9.40.

Sketch at f 11 CF.

A.S

The proposals in this file relate to the alienation of S.No. 102/2 (vatha poramboke) of Morigeri village, Hadgalli Taluk, measuring 9 cents in favour of the trustee for the time being for the construction of an Idga for the Muslims of the village in S.No 102. The land is classed as vatha poramboke but the field is wide enough and there is no objection from the traffic point of view. But there is a Hindu tomb in the next field at a distance of about 6 chains (400 ft roughly) from the proposed site and there is also a semi-tree worshipped by the Hindu at a distance of some 8 chains. The Hindu residents of the village have no objection to the alienation provided they are allowed to take out processions with

music etc. The trustee of the Idgah has no objection to the playing of music in the vicinity of the Idga. The leading ~~Muslims~~ of the village also have stated that they have no objection to the playing of music as they are going to use the Idga only twice a year, on Ramzan & Bakri, and ~~every day and on their festivals and the festivals of the Hindus occur in different periods of the year~~. There was also objection from the owners of the ~~adjoining~~ adjoining fields 99 and 100 and in deference to their sentiment that the shadow of the Idga should not fall on their lands, the site of the Idga has been moved from the boundary line of the field in S.No. 100. They have no objection now.

The Collector says that the Revenue Divisional Officer reports that in view of the condition agreed to by the alienee to allow the playing of music in the vicinity of the Idga no communal trouble is likely to arise. Leading Muslims of the village too have agreed to abide by the condition. Still it appears that the danger of trouble exists (in view of the proximity of the site to the Mutt) and it seems better to ask the Collector whether no other site is available in the village for the Idga before deciding upon the question. The Muslim and Hindu festivals are stated to fall in different parts of the year, but in some years they synchronise. Vide (B).

If, however, it is considered that no communal

trouble is likely in view of the assurances given. The Full Board may sanction alienation of the site free of charge for the market value (Rs 8-0-0) and assessment (0-3-0), the collection of the value of a small wood-apple tree (which does not bear fruit) being waived as recommended by the Collector. [The Trustee has agreed to the special conditions specified at pp 19 & 23-24 ante and to the other usual conditions imposed in such cases.]

E

Part of village map
CB
25.X.40

A.S.

Submitted with village map.

S. No. 98, the site in which the house stands forms a part of the land in S. No. 58. The village map shows this. The house and the mate are about 130 yds off the site for alienation.

Unnecessary. Hindu-Muslim trouble is not likely in Kodaguthi Taluk.

B. p. 2 ante. Reference to both appears unnecessary.

Agree / G above. May be proceeded

CB
8.XI.40

13

Seen p. ante

15.11

15/11/40

1

AJ

Draft minuted

HO
25/11/40

Ms 3342
26.11.40
Full Board

Full ~~Board~~.

	1-A.	A.D.S. & L.R.	Asst. Secretary L.R. Sett.	Sep.Rev.	Joint Secy.	Secy.	M-4.	M-3.	M-2.	M-1.
1. Open file seen by										
2. Final draft seen by										
3. Now circulated to										
4. Initials.										

Passed for record.

Secretary

Joint Secretary.

A.S. (C.N.)

A.S. (L.R.)

A.S. (Sett.)

A.S. (Excise)

A.D.S. & L.R.

1-A.

Note- Entries not required to be scored out.

VVS. 12-11-40.